

E- TENDER DOCUMENT

FOR

**Lighting arrangement at 01 No. Station Yard
(New Boraki Jn) under GM/CO/MTC unit of DFCCIL**



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)**

MINISTRY OF RAILWAYS

GM/CO/MTC/DFCCIL OFFICE

**3rd Floor, Shree Balaji
Commercial Complex Plot No
C-2, Pocket-B, Sec-1,
Ved Vyas Puri, By Pass NH-58,
Meerut-250002**

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**TOP SHEET**

Tender No:- DFCCIL/GBN/EL/Yard Lighting/2024-25	Date: 21.07.2024
Name of work	Lighting arrangement at 01 No. Station Yard (New Boraki Jn) under GM/CO/MTC unit of DFCCIL
Approx. Cost	Rs. 41,79,976.00 (Rs. Forty One Lakh Seventy Nine Thousand Nine Hundred & Seventy Six Only) including GST.
Bid security	Rs. 83,600.00 (Rs. Eighty Three Thousand Six Hundred Only) Or Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above. Or Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above. Or Exempt on the basis of latest amendment /Correction slip /GCC/Circular before opening the tender if any.
Completion Period	Total 09 Months from the date of issue of letter of acceptance.
Date of Opening	13.08.2024 at 15:30 hrs.

For and on behalf of
GM/CO/MTC, DFCCIL Office



Dedicated Freight Corridor Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF RAILWAYS

Tender No. DFCCIL/GBN/EL/Yard Lighting/2024-25

Date: 21.07.2024

M/s _____

NOTICE INVITING E- TENDER

The GM/CO/MTC/DFCCIL OFFICE, 3rd floor, Shree Balaji Commercial Complex, Plot No C-2, Pocket-B, Sec-1, Ved Vyas Puri, By Pass NH-58, Meerut-250002 (U.P.), invites **E - Tenders in two packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

Open Tender Notice No.	DFCCIL/GBN/EL/YARD LIGHTING/2024-25
Name of the work	Lighting Arrangement at 01 No. Station Yard (New Boraki Jn.) under GM/CO/MTC unit of DFCCIL
Tender Value(Rs.)	Rs. 41,79,976.00 (Rs. Forty One Lakh Seventy Nine Thousand Nine Hundred & Seventy Six Only) including GST.
Period of Contract	Total 09 (Nine) Months
Bid Security Deposit	Rs. 83,600.00 (Rs. Eighty Three Thousand Six Hundred Only) Or Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above. Or Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above. Or Exempt on the basis of latest amendment /Correction slip /GCC/Circular before opening the tender if any.
Cost of Tender Document	Nil (as per GCC April 2022)
Security Deposit	5% of the Contract Value
Validity offer	60 days
Address for Communication	General Manager/Coordination/Meerut, 3rd Floor, Shree Balaji Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyas Puri (Opp- Subharti University), NH-58 By pass, Meerut- 250002 (U.P.), India. Acting through: Project Manager, Mob: +917055576660 E-mail: msingh@dfcc.co.in
Date of Sale (Online)	From Date 24.07.2024, time 15:00 hrs.
Date and Time of submission of tender	On or before Date 13.08.2024 and time 15:00 hrs.
Date and Time of opening of tender	Date 13.08.2024 and time 15:30 hrs.
Defect Liability Period	12 (Twelve) Months
E-Tendering Website address as Help desk no.	www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines)



3. The tender documents shall be submitted in online mode through website www.ireps.gov.in in two packets system only containing Technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
4. Tenders shall be opened at **the address given below** at 14:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

Address of Office of the General Manager/Co-ordination/ MTC (for Opening of E- tenders):

General Manager/Co-ordination MTC, DFCCIL, 3rd Floor Shree Balaji complex, Plot No C-2, Pocket-B Sec-1, Ved Vyas puri, Meerut- 250002, U.P.

All the Bids received shall be opened on the date and time mentioned above in the tender notice, through process of e-tendering. The sequence of opening shall be:

- i) Bid Security Declaration
 - ii) Technical offer.
 - iii) Financial offer.
5. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
 6. Any tender received without Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 7. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of DFCCIL in this regard shall be final and binding.
 8. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 7 of Notice Inviting Tender.
 9. The validity of the offer shall be 60 days.
 10. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For and on behalf of **DFCCIL**
General Manager/Co-ordination/MTC



TENDER FORM (First Sheet)

Place:
Date:

Tender No.
Name of Work

**General Manager/Coordination,
Dedicated Freight Corridor Corporation of India Limited,**
3rd Floor, Shree Balaji
Commercial Complex Plot No
C-2, Pocket-B, Sec-1,
Ved Vyas Puri, By Pass NH-58,
Meerut-250002

1. I / We have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I / We offer to do the work for "**Lighting Arrangement at 01 No. Station Yard (New Boraki Jn.) under GM/CO/MTC unit of DFCCIL**" at the rate quoted in attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **09 (Nine) months from the date of issue of letter of acceptance of the tender.**
2. I / We also hereby agree to abide by the all the DFCCIL/Indian Railway Standard General Conditions of Contract, with all correction slip up to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slip up-to-date for the present contract.
3. A Bid security of Rs. has already been deposited online/submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I / We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready; and
 - c) I / We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. iswithand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:
(1) _____
(2) _____

Signature of Tenderer(s)
Date _____

Address of the Tenderer(s) :

ELIGIBILITY CRITERIA

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

I. Essential Qualifying Criteria

A. Firms/companies

The tenderer should have an office for correspondence anywhere in India.

The documentary proof regarding A above should be submitted as part of the tender document.

Note: For the purpose of documentary proof of “office Address” as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in Partnership Deed
2. Address mentioned in any tax departments.
3. Address mentioned on House tax receipt/ Electric Bill/Adhar Card.

B. Technical & Financial Eligibility Criteria:

As per para 10.4 of GCC April 2022, No Technical and Financial credential are required

C. JVs SHALL NOT BE CONSIDERED.

D. ELECTRICAL CONTRACTOR LICENSE

- a) The Contractor should have valid Electrical license to be submitted along with tender. In case of apply, a valid electrical license may be submitted within one week after tender opening. Failing the submission of valid license within 01 week of tender opening date, the offer shall be treated as disqualified.
- b) The work shall be carried out by the contractor, having valid Electrical Contractor`s License for carrying out installation work under the direct supervision of the persons holding valid certificates of competency issued by the State Government.
- c) The successful tenderer shall furnish the names and particulars of the certificate of competency of supervisor and workmen to be engaged for carrying out this work.

PART-I
CHAPTER-I

Instructions to Tenderer and Conditions of Tendering

1.1.1 General (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.ireps.gov.in>) of a Government of India. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

1.1.2 Instructions

a. *Online E-Bidding Methodology:*

Online E- Bid System – Financial bids and Technical bids shall be submitted by the bidder at the same time in Two Packet system.

b. *Broad outline of activities from Bidders perspective:*

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare and arrange all document/paper for submission of bid online and tender fees and EMD deposit offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post- TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Finance offer tab brings up the Financial Offer Page where the bidder can submit his rates against the schedule items included in the tender.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

c. **Digital Certificates**

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

d. **Registration**

The Tender document can be downloaded from the website www.ireps.gov.in and to be submitted in the e-format. Cost of the Tender Document has to be submitted to DFCCIL online through IREPS portal before the scheduled date and time of submission of the tender and Bid security declaration has to be submitted otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with www.ireps.gov.in for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- e. DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

1.1.3 General (for tender)

1.1.3.1 Name of the Work: Lighting arrangement at 01 No. Station Yard (New Boraki Jn) under GM/CO/MTC unit of DFCCIL.

- 1.1.3.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and Articles of Association, etc. along with original Power of Attorney of authorized signatory".

- 1.1.3.3 The work is proposed to be executed under the following relationship.

A) **Employer:** DFCCIL address - General Manager/Co-ordination/MTC, DFCCIL, 3rd Floor Shree Balaji complex, Plot No C-2, Pocket-B Sec-1, Ved Vyas puri, Meerut- 250002, U.P.

B) **Contractor:** The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

- 1.1.3.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.

1.1.3.5 Scope of Work - Lighting arrangement at 01 No. Station Yard (New Boraki Jn) under GM/CO/MTC unit of DFCCIL.

The scope given above is only indicative. The detailed scope has been described in the tender documents.

- 1.1.3.6 Estimated cost of the work: **Rs. 41,79,976.00 (Rs. Forty One Lakh Seventy Nine Thousand Nine Hundred and Seventy Six Only)** including GST.
- 1.1.3.7 Tenderer(s) may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of Employer in this respect shall be final and binding.
- 1.1.3.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

1.1.4 Cost of Bidding

- 1.1.4.1** The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

1.1.5 Content of bidding documents submitted through online mode only

- 1.1.5.1** The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to tenderer(s)
3. Tender Form
4. Special Conditions of Contract
5. General Terms and Conditions of Contract
6. Financial bid and Bill of Quantities

- 1.1.5.2** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

1.1.6 Understanding and Amendment of Tender Documents

- 1.1.6.1** The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.

- 1.1.6.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing

including any difficulties for executing the work.

1.1.6.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

1.1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

1.1.7 Language of Bid

The bid prepared by the bidder and all documents related to the bid shall be written in English.

1.1.8 Signing of All Bid papers and Completing Bill of Quantities

1.1.8.1 All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.

1.1.8.2 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

1.1.8.3 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in www.ireps.gov.in through IREPS portal.

1.1.9 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

1.1.10 Earnest Money (Bid Security)

Bid Security Declaration:

- a) The tender must be accompanied by Bid Security of Rs. 83,600.00 (Rs. Eighty-Three Thousand Six Hundred Only) in favor of "DFCCIL" payable as mentioned in IREPS portal.
- b) The Bid Security shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 60 days from the date of opening of tender. If the validity of the offer is extended, the validity of Bid Security should also be extended

failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.

- c) Only online payment will be applicable.
- d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- e) The Bid Security of the unsuccessful tenderer(s) will be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.

Note: No Interest shall be paid by DFCCIL on earnest money amount.

1.1.11 Period of validity of the tender:

- 1.1.11.1** The tender shall remain valid for the period 60 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 1.1.11.2** Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

1.1.12 Deadline for submission of tender

- 1.1.12.1** The tender documents shall be submitted in online mode through website www.ireps.gov.in in two packet system containing Technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in "Technical offer" as well as in "Financial offer" are to be uploaded. **Bids are required to be submitted only by online mode through e- tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.**
- 1.1.12.2** A tender received without on line to Employer is liable to be rejected.

1.1.13 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

- 1.1.13.1** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

1.1.14 Submission of tender/bid:-

1.1.14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned -

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per required documents
- c) Scanned copy of tender document fees.
- d) The Bill of Quantities with prices quoted as mentioned.

1.1.14.2 Tender document fees shall be deposited in DFCCIL account and proof of transition along with transaction ID to be scanned and uploaded along with Tender document.

1.1.15 Bid opening and Evaluation

1.1.15.1 Opening of the Tender:- Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderer(s) or authorized representatives of tenderer(s) who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Bid Security Declaration
- ii) Technical offer, bidders who qualify technically, only their Financial offer will be opened.
- iii) Financial offer.

1.1.15.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.

1.1.15.3 Tenderer’s name, presence or absence of Bid Security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

1.1.16 Clarification of the tenders

To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

1.1.17 Preliminary examination of bids

1.1.17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

1.1.17.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

1.1.17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially

responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers" rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

1.1.17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.

1.1.17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.1.18 Evaluation and comparison of tenders

The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

1.1.19 Canvassing

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

1.1.20 Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

1.1.21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

1.1.22 Award of Contract

1.1.22.1 Employer shall notify the successful tenderer in writing by a Registered Letter /Courier /Speed Post/email or per bearer that his tender has been accepted.

1.1.22.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor

till such time the contract agreement is signed.

1.1.23 Help desk for E-Tendering

1.1.23.1 For any difficulty in downloading and submission of tender document visit at website www.ireps.gov.in. Users can send their queries to the Help desk through E-Mail. E- Mail ID of Help Desk is mentioned on the Help desk page (helpdesk.eps@cris.org.in). The reply to the query will be sent to the E-Mail ID of the user.

1.1.23.2 Bidder manual and system requirement is available on web site www.ireps.gov.in for necessary help.



(SPECIAL CONDITIONS OF CONTRACT)

PART-I
CHAPTER-II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 INTRODUCTION

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities associated with GM/CO/MTC unit. GM/CO/Meerut unit have jurisdiction from **Khurja to Pilakhani & Khurja- Dadri section.**

1.2.2 Definitions

1.2.2.1 In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of Khurja-Dadri section and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER/JR PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- viii) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- ix) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A

Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.

- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the General Manager/Co of DFCCIL/MTC (Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xiv) "ACCEPTING AUTHORITY" shall mean the General Manager/Coordination MTC of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xv) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of GENERAL MANAGER /COORDINATION/MTC/ DFCCIL regarding the interpretation shall be final and binding.

1.2.3 GENERAL DESCRIPTION OF SITE AREA & CLIMATIC CONDITIONS

1.2.3.1 The tenderer(s) are requested to visit the area of work and ascertain himself/ themselves with the proposed works / services, surroundings and prevailing law & order conditions.

1.2.3.2 The location of work is located in the state of Uttar Pradesh.

1.2.4 SCOPE OF WORK –

Lighting Arrangement at 01 No. Station Yard (New Boraki Jn.) under GM/CO/MTC unit of DFCCIL.

1.2.4.1 Place of work- In the jurisdiction of DFCCIL, **Khurja- Dadri** section under GM/CO/MTC. The work shall be executed under supervision of authorized representative of GM/CO/MTC, PM/EL/GBN. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.

1.2.5 TIME SCHEDULE

1.2.5.1. TIME OF START AND COMPLETION

1. The completion period for said work is **09 (Nine) months**.

2. The Contractor shall be expected to mobilize the man power as per instruction received from competent authority of DFCCIL to start the work.
3. If the Contractor fails to execute the work as per the awarded work within 15 days, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit the full Earnest Money Deposit and security money along with Performance Guarantee of the Contractor.

1.2.6 Right to Alter the Scope of Work:

The Employer reserves the right “to alter the scope of work”.

1.2.7.1 The latest General conditions of Contract governing the performance of the works covered of the Engineering Department of the Railway/DFCCIL and its amended/ correction slip may be perused in the Office of GM/CO/MTC of respective division.

1.2.7.2 If there is any conflict between “Special conditions” and “General conditions of contract”, the conditions laid down in “Special conditions” will be sustained.

1.2.7.3 Inspection:

Quality of schedule operation and upkeeping and other works carried out by the contractor are subject to periodical inspections by Purchaser’s Engineers of various levels as per the schedules laid down by DFCCIL. Any shortfall in the quality of work shall be subject to penalties/Recoveries as per prevailing conditions.

1.2.7.4 DEDUCTION OF INCOME TAX AT SOURCE:

In terms of new section 194-C inserted by the finance act 1972, in the income tax 1961, the DFCCIL shall at the time of arranging payments to the contractor for carrying out any work (including supply of labour for carrying out any work) under the contract, be entitled to deduct income tax at source on income comprised in the sum of each payment.

1.2.7.5 DEDUCTION OF TAX AT SOURCE:

All statutory and govt. charges will be deducted at source in effect from time to time.

1.2.7.6 Legal Charges:

A fee of Rs. 200/- per legal document, like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice from Law Officer.

1.2.7.7 Completion of Work:

The contractor shall prepare design/drawing and method statement of work and submit to employer for approval. After approval of design/ drawing by employer the contractor shall commence the work as specified in “Scope of the work and Explanatory Notes” and shall complete the work in all respects as specified in tender details.

1.2.7.8 The DFCCIL attach utmost importance to the timely completion of the work on or before the date contracted for. In this connection, the attention of the contractor is specially invited to the clauses regarding 'Liquidated damages' and termination of contract owing to default of contractor provided for in General Conditions of Contract.

1.2.7.9 Guarantee: During the period of guarantee contractor shall keep available and attend to any defect and replace the equipment/components resulting from defective erection or defects in the equipment supplied by the contractor.

1.2.7.10 Defence of Suit: If any action in court is brought by third party against DFCCIL or Officer or agent of DFCCIL for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, of for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/ representative or his sub-contractor, drivers or employees, the contractor/ agency shall in such cases be responsible & indemnify & keep DFCCIL & or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

1.2.7.11 Insurance:

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires in his name.

1.2.7.12 DEFECT LIABILITY PERIOD:

The period of defect liability for the works shall be 12 (Twelve) Months starting from the date of completion of the work or as certified by the DFCCIL.

1.2.8.1 Rates for Extra Item(s) of Works:

a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”
- ii Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”
- iii Market Analysis

1.2.8.2 Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief General Manager/DFCCIL within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief General Manager/GM/CO DFCCIL’s decision after hearing both the parties in the matter would be final and binding on the Contractor.

1.2.9 VARIATION IN CONTRACT QUANTITIES:

The DFCCIL reserves the right to alter the designs and drawings. If due to change of drawing or design or any other reasons, there be variations, either increase or decrease in quantities, payment will be made only for the actual quantities executed at the accepted rates. If there be sufficient cause the DFCCIL may grant extension of the date of completion suitably. Such circumstances shall in no way affect or vitiate the contract or alter the character thereof, or entitle the contractor to damages or compensation thereof except as provided for in this contract.

- I) Quantity variation for individual item and overall quantity will be dealt as per prevailing GCC April 2022 or latest before opening the tender date.
- II) In all matters of dispute, the decision of the tender accepting authority shall be final and binding.

1.2.10 PRICE VARIATION CLAUSE:

NOT APPLICABLE.

1.2.11 ELECTRICAL CONTRACTOR LICENSE:

Contractor must have valid Electrical Contractor License issued from appropriate government authority to execute mentioned works.

1.2.12 POWER BLOCKS AND PERMITS TO WORK:

Obtaining “Power Block, Permit-To-Work” and “Restoration of Supply” after a Permit-To-Work is returned shall be carried out by the '**Authorized DFCCIL Section representative**' only with its latest correction slips if any. Contractor Supervisor shall not have permitted to do the above duties.

- i. Availability of power block is dependent on traffic conditions and other operational exigencies.

- ii. Power blocks are premium hours permitted by regulating trains. Hence, optimum utilization requires full deployment of manpower and multiple gangs.
- iii. If work is to be carried out by contractor representative on or adjacent to any part of the electrical equipment such work shall not commence until the person in-charge of the work is in possession of a written permit-to-work in the prescribed form issued to him by an 'Authorized DFCCIL Person'.
- iv. Such permits-to-work in the prescribed form shall only be issued by an 'Authorized DFCCIL Person' of the Electric Traction Branch not below the rank of an executive.
- v. The permit-to-work shall first be taken from TPC by an 'Authorized DFCCIL Person' who shall ensure earthing the electrical equipment specified and hand over a permit-to-work card to the person in-charge of the work getting an acknowledgment on the other copy. A duplicate copy of every permit-to-work card shall be retained in the personal possession of the 'Authorized DFCCIL Person' who issued it.
- vi. On completion of the work and when all men and materials have been withdrawn from the electric equipment and its vicinity, the person in-charge of the working party shall cancel his permit-to-work card and return it to the 'Authorized DFCCIL Person' who issued it. The 'Authorized DFCCIL Person' shall in turn issue a message to TPC to cancel permit-to-work.

1.2.13 Power Block Working – Protection of Men Working:

- (i) DFCCIL will arrange only power block for the works related to power block depending on the traffic and other conditions. The contractor shall ensure the removal of men and material before cancellation of power block. The contractor shall have to take full advantage of available power block by employing adequate staff for getting the maximum possible work done during the available block period. For adhering to target date of completion, the contractor may have to work during night time under power block for which the contractor is not entitled for any additional payments.
- (ii) The contractor shall take all precautions necessary to protect staff working under him. The contractor shall treat all other lines live except the line under Power block. He should ensure execution of work under the supervision of a competent person to carry out the work in electrified areas. Unless the adjacent lines are also under power block, voltage and currents will be induced in the line under power block. To protect against these induced voltages and currents, earth discharge rods are to be provided. Care should be taken by the contractor that these discharge rods are intact and not disturbed by his staff. He shall also ensure that none of the staff working under him shall work/reach beyond safe working limits
- (iii) Under all conditions the contractor shall have to arrange protection of his staff against traffic. He shall have to also take all necessary precautions to guard against any possible obstructions to traffic during working by providing necessary staff while erection/dismantling of structures, coverage of excavated foundation pits with sand filled bags to keep free of stacked materials from obstructions to traffic etc.,
- (iv) At the end of each power block work the contractor shall ensure removal of all men and material and no work inclusive of OHE should be left out in a state of obstruction to running of trains and the OHE should be made fit for electric traffic, failing which DFCCIL will remove such obstructions and the Contractor will be liable to pay cost of such removal.
- (v) If the contractor fails to execute and to work within the time of power block granted, DFCCIL shall be at liberty to take action and recover penalty for availing additional

power block in accordance with standard practice of the DFCCIL. The contractor shall in consultation with the - DFCCIL submit a weekly power block programmed for work, 7 days in advance of the commencement of work.

1.2.14 Provision of Efficient and Competent Staff at Work Sites by the Contractor:

1.2.14.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

1.2.14.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

1.2.14.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these conditions.

1.2.15 Deployment of Qualified Engineers at Work Sites by the Contractor:

1.2.15.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).

1.2.16 ACCESS TO WORK SITE:

- a) The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.
- b) The purchaser or his authorized representative shall have the right to refuse admission to the work site to any. Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- c) The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

1.2.17 PENALTY FOR DELAY IN COMPLETION:

- a) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of ½% (half percent) per week of the contract value for the actual delay occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provision in GCC of Indian Railway, along with latest correction slips and amendments.
- b) Extension of time- If aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c) The contractor in the presence of the purchaser or his representative shall carry out tests as required under the specification as soon as possible after commissioning. The contractor at his own expense shall carry out any other additional test that the purchaser may prescribe for testing the satisfactory operation of the plants. Necessary electrical power required in connection with the test will be supplied free of any charges by the purchaser. The contractor shall submit test report etc. to employer.
- d) Should the result of the test not be satisfactory, an extension of one month will be granted to the contractor to make good the defects and or any deficiencies pointed out by the purchaser a fresh test will then be carried out after the contractor has attended to the defects and deficiencies. If these do not yield satisfactory results, the purchaser may proceed at the contractor's expense, by all means as deemed expedient to have installation made satisfactory until they comply with the specification, approved drawings and designs.
- e) In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding 9 months after completion of the work.
- f) Imposition of token penalty for delay in the completion of work- Competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

1.2.18 FINAL ACCEPTANCE:

- a) The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee provided the installations provisionally accepted are still in

perfect working order.

- b) If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or have them carried out on behalf of the contractor and at his expense. A certificate of final acceptance shall then be issued by the purchaser, which will terminate the contract.

1.2.19 MATERIAL - All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/vendors/manufactures. It has to be ensured by the contractor that approval of vender/manufacturer /supplier has been obtained from DFCCIL before placing the purchase order.

Inspection of material will be done from RITES or Illrd party or authorized representative of GM/CO/MTC in OEM premises or as decided by DFCCIL.

1.2.20 Safety Gear- During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

1.2.21 TIME SCHEDULE: -

1.2.21.1 The entire work is required to be completed in all respects within 09 (nine) month from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of GCC of Indian Railway, along with latest correction slips and amendments.

1.2.21.2 The Contractor shall be expected to initiate work immediately after receipt of "Letter of Acceptance".

1.2.22 SETTLEMENT OF DISPUTES - DFCCIL ARBITRATION RULES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be dealt as per latest GCC with amendments and correction slips issued.

1.2.23 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

The documents forming the Contract agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation in the case of disputes the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid

- iv) General Information
- v) Notice Inviting Tender (with Annexures)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)
- x) General Conditions of Contract

1.2.24 Jurisdiction of Courts:

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Meerut Courts only.

1.2.25 In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of General Manager/Co-ordination/MTC/DFCCIL, will prevail and the interpretation of GM/CO/ MTC will prevail.

1.2.26 LABOUR:

1.2.26.1 Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the **Railway** such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys payable to the DFCCIL by the Contractor and on failure by the Contractor to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India.

1.2.26.2 The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 ,provisions of the Payment of Wages Act, 1936, provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 ,Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952;Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”;Provision of Workmen’s Compensation Act: Provision of Mines Act ,provisions of Payment of Wages act & Minimum Wages act and the Rules and Orders issued there under from time to time .The Contractor shall be responsible to ensure compliance with the provisions of all labour laws as per **latest General condition of contract** with modifications and correction slips issued .

1.2.26.3 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘www.shramikkalyan.indianrailways.gov.in’. Contractor shall register his firm/company etc.

and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (f) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ___Month, ___Year."

1.2.27 PRICES AND PAYMENT

Amounts payable to contractor in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. The total prices for the completed works/services are the actual prices payable to the Contractor as per the terms and conditions of the contract.

1.2.27.1 SCHEDULE OF PRICES OF MAN POWER : As per latest guidelines/Labour wages act.

1.2.27.3 Taxes and Duties:

All the taxes & duties applicable shall be followed as per the prevailing laws/provisions of State and central government.

1.2.27.4 GST:

GST Registration number should be provided by the contractor to DFCCIL & registration number must be mentioned in each invoice.

1.2.27.5 MODE OF PAYMENT:

All payments to the Contractors shall be made through Electronic Clearing System (ECS)/NEFT/RTGS.

1.2.28 Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the DFCCIL/Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

1.2.28. (1) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.

1.2.28. (2) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC for these conditions, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC for these conditions, the Security Deposit shall not be forfeited.

1.2.28.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of GCC for this clause will be payable with interest accrued thereon.

1.2.29. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-
- (i) Irrevocable Bank Guarantee;
 - (ii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iii) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (iv) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (v) Deposit in the Post Office Saving Bank;
 - (vi) Deposit in the National Savings Certificates;
 - (vii) Twelve years National Defence Certificates;
 - (viii) Ten years Defence Deposits;
 - (ix) National Defence Bonds and
 - (x) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of GCC for these conditions.

1.2.29.1 The Performance Guarantee (PG) shall be **released after physical completion of the work** based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

1.2.30. Integrity Pact: Not applicable

PART -I
CHAPTER -III

PRICES AND PAYMENT

1.3.1 SCOPE

This chapter deals with prices to be paid for supply and/or erection of various items of work or for suppliers and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and conditions of the contract.

1.3.2 SCHEDULE OF PRICES

(a) The unit rates given against various items of work in tender papers are the standard schedule of rates. The tenderers are required to quote uniform percentage below / at par / above against the total estimated cost of work. The actual payment to be made against any item of schedule of rates, shall be derived after loading the schedule of rates with the tenderer's quoted percentage. The prices so obtained shall be the unit prices for the various items of work given in schedule of rates.

(b) UNIT PRICES FOR MATERIALS.

The unit prices for supply indicated in the schedule of rates are inclusive of the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging dispatch by rail/road direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of wagons, collection of railway/DFCCIL receipt, conservancy charges as applicable from time to time, all insurance premium, bankers charges for bank guarantee, indemnity bonds inclusive of cost of stamps, etc. as also siding or shunting charges, if any levied by the Railway/DFCCIL. The unit prices includes all taxes, duties and levies (include Works Contract Tax) applicable on this works contract. Therefore, they should quote their prices taking into account the rate of taxes as leviable in the event of sale through works contract to the Central Railway Organization in that state and present tax structure applicable. Necessary, Sales Tax Concessional Form A/D and Octroi exemption certificate will be issued by DFCCIL/Railways on written request of the contractor. No reimbursement on account of Octroi duty will be entertained by the purchaser. The price are inclusive of provision for losses and wastages in transit and erection.

(c) OTHER PRICE ADJUSTMENT

The price adjustment of unit prices or prices of fittings, materials, equipment or components on account of prices fluctuation of raw materials will be permitted as per para-1.3.18. No adjustment on account of variation in insurance and freight charges (Road or Rail) will be permitted.

(d) QUANTITIES

The approximate estimated quantities of various items or works are included in Schedule. However, the contractor will work out the quantities based on approved drawing for schedule and get it approved from the purchaser before placing order.

(e) EXPLANATORY NOTES

Explanatory notes for various items of work included in Schedule, are given in Part-I, Chapter-IV.

1.3.3 NON-SCHEDULE & ADDITIONAL SUPPLIES:

1.3.3.1 NON-SCHEDULE ITEMS:

i) If during the execution of the work, the contractor is called upon to carry out any new item of work not included in Schedules, the contractor shall execute such works at such price as may be mutually agreed with the Purchaser before commencement after obtaining the competent authority's approval and sanction. The rates will be based on the Rly's LOA/rate analysis as per the current market / prevalent rates of such or similar items available with the DFCCIL/Railway Administration in that or nearby areas.

ii) Provided that if the Contractor commence work or incurs any expenditure in regard thereto before the rates are determined and agreed upon as lastly hereon-to-fore mentioned, then and in such a case the Contractor shall only entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be by the Purchaser. However, if the contractor is not satisfied with the decision of the Purchaser in this respect, he may appeal to Chief General Manager within 30 days of getting the decision of the Purchaser, supported by analysis of the rates claimed. The General Manager/Coordination's decision after hearing both the parties in the matter would be final and binding on the contractor and the DFCCIL.

1.3.3.2 PRICE OF ADDITIONAL SUPPLIES:

The additional supplies of individual scheduled items, if necessary, will be taken over from the contractor at the rate of the bid received.

1.3.4 PAYMENTS AND RECOVERIES:

a) No advance payment shall be made to the contractor. However, on account payment will be made against receipt of materials at site and also progressive payments will be made for each item of work during the erection stage.

b) Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to been titled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i) Progress payments for supply and erection
- ii) Payments for additional supplies
- iii) Payment for provisional acceptance
- iv) Payment for surplus materials taken over
- v) Payment for T&P and Maintenance Spares.
- vi) Final settlement.

1.3.5 INVOICING PROCEDURE:

(a) The contractor shall submit his invoicing procedure for approval by the purchaser's representative within two months from the date of receipt of letter of acceptance of tender. Separate invoices shall be submitted for different type of payments mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of

supporting documents wherever these are acceptable to the purchaser's engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the purchaser's engineer with his consent.

(b) Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurement of works completed shall be approved by the purchaser's engineer prior to the submission of invoices. For this purpose, the Schedule of quantities and measurements submitted by the contractor for approval of the purchaser's engineer may be only up to the extent of work.

(c) All invoices /Bills shall be accompanied by the following

1. Supplier Challans
2. Commissioning certificate granted by the concern Engineer Incharge's authorized representative
3. Certificate of receipt of material duly accepted by the concern Engineer Incharge's authorized representative.

1.3.6 TERMS OF PAYMENT

A. Payment

Payments for erection and commissioning included in schedule shall be made in stages as under;

- a. 80% payment as per rates indicated in schedule along with percentage accepted will be made after Supply and Erection of material in which Erection is an integrated activity.
- b. 10% of payment will be made after commissioning of material in which Commissioning is an integrated activity.
- c. Balance 10% of payment will be made after completion of entire work as per rates indicated in schedule along with percentage accepted.

1.3.7 Payment for additional supplies:

The contractor shall receive payment for additional supplies and erection in accordance with conditions stipulated in Para 1.3.3.1.

1.3.8 Final settlement: On Successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit will be refunded /returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.

1.3.9 MEASUREMENTS:

(a) Payments for field work shall be made in accordance with approved designs and drawings and measured in relevant units, except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions were increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of the work are less than those shown in the approved designs and the drawings and the work is accepted without being rejected, payment will be made as per work actually done.

(b) The measurement will be made generally in accordance with standard engineering practice conformity with the Explanatory notes for Schedule in Part-I, Chapter- IV of the tender documents.

1.3.10 TAXES:

(a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

(b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

(c) Tenderers will examine the various provisions of the Central Goods and Services Tax Act 2017 (CGST) goods and Services Tax Act, 2017 (IGST)/ Union territory Goods and services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(d) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(e) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL/ Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

1.3.11 RATES FOR ITEMS OF WORKS:

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any

provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

1.3.12 Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

1.3.12.1 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway/DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

1.3.12.2 Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the

drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

1.3.12.3 Final Supplementary Agreement: After the work is completed and taken over by the DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the DFCCIL to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as Annexure IV.

1.3.13 Approval only by Maintenance Certificate: No certificate other than maintenance certificate referred to in relevant Clause of GCC of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

1.3.13.1 Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

1.3.13.2 Cessation of Railway's/DFCCIL's Liability: The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

1.3.13.3 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

1.3.14.1 Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to

the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

1.3.14.2 Post Payment Audit: It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

1.3.15 DETERMINATION OF CONTRACT:

1.3.15.1 Right of Railway/DFCCIL to Determine the Contract: The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time, should in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

1.3.19.2 Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's/DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

1.3.19.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

1.3.19.4 Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or

- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected. (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (xv)(B) Fail to give at the time of submitting the said tender:
- (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or
- (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.
- (f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the said Clause, the Engineer/Authorised representative on behalf of the Railway/DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.

1.3.19.5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per relevant clause of GCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works

without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

PART - I
CHAPTER- IV

SCOPE OF WORK & EXPLANATORY NOTES

1.4.1 Scope of Work:

The scope of work covers "Lighting arrangement at 01 station yard (New Boraki Jn.) under GM/CO/MTC unit of DFCCIL".

1.4.2 Explanatory Notes:

Item-1: The price shall cover Supply, erection, testing & commissioning of hot dip galvanized High Mast Tower 20 Mtr. high, Base plate dia. 650 x 25 mm, with base outer dia 410mm and top outer dia.150mm suitable for wind velocity as per IS:875Pt 03, on G.I. polygon pole with lowering and raising facilities by single wire rope, 6mm dia, 2350 Kg breaking load, double drum winch and automatic switching device (Astro-timers to switch on/off the lights with sunset/sunrise) alongwith 16(Sixteen) Nos.170Watt LED flood light/Beam light luminaries, outdoor type, weather proof, die cast aluminum housing, suitable to work on 230V AC supply, Philips/Bajaj/Crompton Greaves/Havells make.

This includes foundation work as per design. High mast should be as per IS: 875/Part(3) BSTN-10025/1993,CPE-III TRT/1996 of ILEUK. Octagonal pole S355JO, Galvanization IS: 2629 BSEN ISO- 1461 and Make of BAJAJ, PHILIPS, CROMPTON AND BPP HIGH MAST, GE VENTURA, UTKARSH, WIPRO & ASTER. Mandatory Accessories are Winch, Mechanical torque limiter, motor, 6 mm dia. SS wire rope, Trailing cable, Power tool, Lantern carriage, Pullies, Head frame, Lightning protection Finial & Buffer, Feeder Pillar, Manual cranking handle, automatic switching control, Aviation obstruction warning light.

COMMON FEATURES:

- (1) Type of Joints for section – Slip – Stress fit.
- (2) Raising lowering speed – 3 Mtr/Min.
- (3) Lubrication arrangement and type – Permanent oil bath – SAE 90/140.
- (4) Lifting capacity – 500 – 750 Kg.
- (5) Trailing cable – ERP / PCP sheathed multi core flexible copper.
- (6) PCD in mm – 550.
- (7) Power tool (reversible) – 440 Volt, 50 Hz. 1 HP/1.5 HP.
- (8) The high mast towers and their foundation shall be structurally designed for highest wind speed and gust factor as per applicable standards.

Item-2: The price shall cover Collecting, transporting from DFC store to site, laying, testing and commissioning of LT/HT cables of different sizes. Laying direct in ground (including excavation, sand cushioning, protection brick covering and refilling the trench etc.), direct in RCC/metal pipes in Road/ track crossing and on surface/required in wall/in concrete floor by cutting recessed and finished originally as required as per relevant technical specification. Cable shall be laid from LT panel/Essential panel to high mast tower.

Item-3: The price shall cover termination of LT XLPE cables of 4x35 sqmm/4x70sqmm size with proper size Dowell/Isma make crimping sockets/lugs/PG clamps as required including testing and commissioning.

Item-4: The price shall cover Supply of Double Walled Corrugated Pipes/HDPE (Elect. REX/Tele. REX or similar) for underground Power cable protection 120mm Outer

Dia.103.5 mm Inner Dia in 6 Meters straight length as per British Std. No. BSEN 50086-1 & BSEN 50086-2, 4 & BIS draft Spec. DOC HQ LTD 14 (5071) & ETD (5072) to Spec.IS14930 part II.

NOTE-One coupler for joining shall be supplied with each 6mtrs length.

- Item-5: The price shall cover Horizontal boring under railway track/road and laying 120 mm dia. DWC Double Walled Corrugated pipes at the depth of 3 meter from ground level as per drawing and directed by site-in-charge by trenchless technology excluding the cost of DWC pipes.
- Item-6: The price shall cover earthing with 40 mm dia. GI pipe class B, 3-meter-long earth erected as per IS:3044/ 1985B (latest version) to achieve earth resistance less than 5 ohms including construction of masonry enclosure with hinged cover plate of cast iron with locking arrangement (approx. 400 mm x 400 mm) on top provision of earth plate. Connection from earth electrode to switchgear/pole as per drawing.
- Item-7: The price shall cover Design, supply, erection, testing and commissioning of outdoor type LT panel complete with all connected accessories etc. LT panel shall accommodate 1x200 A FP MCCB as incomer, 2x100 A TP MCCB, 1x63 A TP MCCB, 3x32A MCB TPN & 4x16A SP MCB along with CT operated Energy meter, meters for voltage, current, frequency, PF, 3 phase indicating lamps LED cluster type for phase indication, copper bus bar, insulation sheet, neutral link connectors, copper bus bar etc. enclosed in MS sheet enclosure. It also includes proper fixing of panel on MS channel with suitable fixtures, clamps, nut & bolts etc. It also includes connecting all incoming & out going cables. The LT switch gear, contactors should conform to IS :13947/93 or latest, MCB as IS: 8828/78,96 or latest MCCB as per IS:13947/93 or latest and shall be of standard reputed firm only. This shall be erected at given location by making required arrangements of foundation/grouting of bolts of appropriate size and or by providing clamps of MS flat of appropriate size according to weight and site conditions. The drawing showing the details of LT panel/SDB shall be approved by DFC engineer before making foundations and erection. The LT panel incorporating all specified switchgears, meters & all other accessories as mentioned shall be supplied as per Technical data and it should be complete in all respect.
- Item-8: This item shall be in conformity to IS 5613/Pt.I Sec.1 &2/1985(Latest version). GI pipe shall conform to IS 1239/Pt.I/1990 and fittings shall conform to IS1239/Pt.II/1992. Price shall cover supply and laying of pipe.
- Item-9: The price shall cover Supply, jointing & commissioning of straight through joint kit for 1.1 kV PVC/PILC/XLPE cable size SQ.MM. 4x 35 / 4x70sqmm, Make 3M, Denson or similar.
- Item-10: The price shall cover Supply, jointing & commissioning of straight through joint kit for 1.1 kV PVC/PILC/XLPE cable size SQ.MM. 4x35/, Make Havells, POLYCAB, KEI, CCI, APAR, ORBIT, FINOLEX, NICCO, OMEGA, RR KABLE or similar specification.
- Item-11: The price shall cover supply and erection of Cable Junction box IP 66/67 weather proof, for outdoor installation (with knockouts for cable entry) with terminals, size 225x295x122 make Hensal catalogue KF 3535B or similar.

(ANNEXURES)

ANNEXURE-A

Performa for Affidavit. {on the letter head of the bidder}

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that the firm M/s. _____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of tender.

Signature of Proprietor/Director/Partner

CERTIFICATION OF FAMILIARISATION

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
 - b) Availability of manpower.
 - c) Availability of tools and machinery.
 - d) The existing roads and access to the site of work.
 - e) Climatic condition and law & order situation in project area.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. I/We have quoted my / our rates as “Percentage above / at par” of costs as per Schedule of Items Rates and Quantities (BOQ) **in Offer Sheet**, taking into account all the factors given above.

(Signature of Tenderer/s)



SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between DFCCIL acting through the Project Manager hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on "date last extended" and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** including the final bill bearing voucher no. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be nonexistent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness

.....

1.

2.

AFFIDAVIT**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No._____ of _____(DFCCIL)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,



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if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public .**

ANNEXURE-E

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)
GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt _____(hereinafter called “The said Contractor(s) from the demand, under the terms and conditions of an Agreement No..... dated _____ made between _____ and _____ for _____(hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____(Rupees _____ only), we , _____(indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment thereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.
5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.



6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of..... being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name: -----
Designation: -----
Address:

Witness:

1. Name:.....
Designation:.....
Address:
2. Name:.....
Designation:.....
Address:.....



Format of Bank Guarantee for Performance Security

Bank Guarantee No. :.....

Dated :.....

To,
3rd Floor, Shree Balaji
Commercial Complex Plot No
C-2, Pocket-B, Sec-1,
Ved Vyas Puri, By Pass NH-58,
Meerut-250002

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of _____ between _____ (Name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Client") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for construction of _____ (hereinafter called "the Contract") to M/s _____ its registered office at _____ (hereinafter called the "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rs in words).

Now, we the undersigned (Name of the Bank official), of the Bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs.-----
----- (Rs. In words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The Payment so made by us (name of Bank) under this bond shall be a valid discharges of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing, thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we(name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ----- (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- -- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank



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Guarantee only if Employer serve a written claim or demand on or before-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ----- being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name: -----

Designation: -----

Address :

Witness:

1. Name :.....
Designation :.....
Address :

2. Name :.....
Designation:.....
Address :.....

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, DFCCIL, _____ (address). (Hereinafter called "the Employer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No. _____** (hereinafter called "the works, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Tender Form
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)/Schedule of Rates
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory) (Name, Designation and address of authorized

signatory)

Signed for and on behalf of the

Signed for and on behalf of the



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Contractor in the presence of:

Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.



(GENERAL CONDITIONS OF CONTRACT)



GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract April 2022 of the Indian Railways shall be followed with its latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract April 2022 of the Indian Railways, along with its latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract shall prevail. However, DFCCIL's decision in this connection shall be final and binding.



FINANCIAL OFFER

Sr. No.	Description of Work	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6
Name of Work: Lighting arrangement at 01 No. station yard (New Boraki Jn) under GM/CO/MTC unit of DFCCIL.					
1	Supply, erection, testing & commissioning of hot dip galvanized high mast tower 20 mtr high, suitable for wind velocity as per IS: 875 Pt.3 on GI polygon pole with lowering and rising facilities by single wire rope 6mm dia, 2350kg braking load, double drum winch and automatic switching device as per specification attached, along with 16 (sixteen) nos., 170 watt LED flood light / Beam light luminaries, outdoor type, weather proof, die cast aluminum housing suitable to work on 230 AC supply Philips/Bajaj/Crompton Greaves/Havells make.	Each	4	4,23,240	16,92,960
2	Collecting, transporting from DFC store to site, laying, testing & commissioning of HT/LT cables of different sizes. Laying direct in ground (including excavation, sand cushioning, protection bricks covering, and refilling the trench etc.), direct in RCC /metal pipe in road/track crossing and on surface required as per relevant technical specifications.	Meter	5000	50	2,50,000
3	Termination of LT XLPE cables of following sizes with proper size Dowell/Ismal make crimping sockets/lugs/PG clamps as required including testing and commissioning (a) 4x35 sqmm/4x70sqmm.	Number	35	22	770
4	Supply of doubled walled corrugated Pipes/HDPE (Elect. Rex/Tele, REX or similar) for underground cable protection 120 mm outer dia, 103.5 mm inner dia in 6 mtrs straight length as per British std No BSEN50086- 1 & BSEN 50086*2, 4 & BIS draft specification DOC HQ Ltd 14 (5071) & ETD (5072) to spec IS 14930 Part II. NOTE- One coupler for joining shall be supplied with each 6 meter length.	Meter	200	243	48,600



5	Horizontal boring under railway track/road for laying 120 mm dia DWC doubled walled corrugated pipes at the depth of 3 meter from ground level as per drawing and directed by site incharge by trenchless technology excluding cost of DWC pipes.	Meter	200	387	77,400
6	Earthing with 40 mm dia GI pipe class-B, 3 Mtr long earth electrode as per IS 3044/1985B (latest version) to achieve earth resistance less than 5 ohms including construction of masonry enclosures with hinged cover plate of cast iron with locking arrangement (approximately 400mmx400mm) on top provision of earth plate connection from earth electrode to switch gear/pole as per drawing.	Number	8	836	6688
7	Design, supply, erection, testing and commissioning of outdoor type LT panel complete with all connected accessories etc. LT panel shall accommodate 1x200 A FP MCCB as incomer, 2x100 A TP MCCB, 1x63 A TP MCCB, 3x32A MCB TPN & 4x16A SP MCB along with CT operated Energy meter, meters for voltage, current, frequency, PF, 3 phase indicating lamps LED cluster type for phase indication, copper bus bar, insulation sheet, neutral link connectors, copper bus bar etc. enclosed in MS sheet enclosure. It also includes proper fixing of panel on MS channel with suitable fixtures, clamps, nut & bolts etc. It also includes connecting all incoming & outgoing cables. The LT switch gear, contactors should conform to IS:13947/93 or latest, MCB as IS: 8828/78,96 or latest MCCB as per IS:13947/93 or latest and shall be of standard reputed firm only. This shall be erected at given location by making required arrangements of foundation/grouting of bolts of appropriate size and or by providing clamps of MS flat of appropriate size according to weight and site conditions. The drawing showing the details of LT panel/SDB shall be approved by	Number	1	37,702	37,702

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	DFC engineer before making foundations and erection. The LT panel incorporating all specified switchgears, meters & all other accessories as mentioned shall be supplied as per technical data and it should be complete in all respect.				
8	Supply and laying of GI pipe class B ISI marked under road/clamping with erected pole & wall as per technical specification and conformity to IS 5613/Pt- I/section I & II / 1985, IS 1239/Pt- 1/1990 & IS 1239/Pt-11/1992 with all latest version and drawing for passing cable of 1835 following size - 50mm dia.	Meter	200	119	23,800
9	Supply, jointing & commissioning of straight through joint kit for 1.1 kV PVC/PILC/XLPE cable size SQ.MM. 4x 35 / 4x70sqmm, Make 3M, Denson or similar.	Number	8	1413	11,304
10	Cable Junction box IP 66/67 weather proof, for outdoor installation (with knockouts for cable entry) with 11 terminals, size 225x295x122 as per Hensal catalog KF 3535 B or similar.	Number	8	6344	50,752
11	Supply of Cross link polyethylene (XLPE) Insulated PVC outer sheathed armored LTUG Aluminum cable of size 4 core x 35 sq mm suitable for rated Voltage at 1100 Volt grade and conforming to IS 7098 Part I /1988 with amendment No.1,2 &3 (Reaffirmed 2005). Required make: HAVELLS, POLYCAB, KEI, CCI, APAR, ORBIT, FINOLEX, NICCO, OMEGA, RR KABLE or any make conforming to the specification	Meter	12000	165	19,80,000
Total Amount including GST (in Rs.)					41,79,976
Rs. Forty One Lakh Seventy Nine Thousand Nine Hundred & Seventy Six Only (including GST).					

Signature of tenderer with seal



OFFER SHEET						
Offer to be filled up by Tenderer(s) in below table						
S.N.	Scope of work	Estimated cost (Rs.)	Below/ Above/ At par	% quoted by bidder	% quoted by bidder in words	Total cost
Col.- 1	Col.-2	Col. -3	Col.-4	Col.-5	Col. -6	Col.-7
1	Lighting arrangement at 01 No. station yard (New Boraki Jn) under GM/CO/MTC unit of DFCCIL (consisting items schedule of Price).	41,79,976.00				

Quoting of rates

1. The above price is inclusive of GST.
2. Tenderer is not allowed to quote for individual section(s).
3. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.

I/We offer and agree to execute the above work at rate uploaded online at www.ireps.gov.in through digital Signature.

Signature of tenderer with seal

End of Document